

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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HOUSING RIGHTS INITIATIVE,

Plaintiff,

v.

COMPASS, INC.; 65 BERGEN LLC; THE
STRATFORD LLC; CORCORAN
GROUP LLC; PROSPECT OWNERS
CORP; BOLD LLC; RING DING LLC; E
REALTY INTERNATIONAL CORP.;
JACKSON HT. ROOSEVELT
DEVELOPMENT II, LLC; MORGAN
ROSE REALTY, LLC; BTG LLC; M Q
REALTY LLC; EVA MANAGEMENT
LLC; ERIC GOODMAN REALTY
CORP.; 308 E 90TH ST. LLC; ROSA
MAGIAFREDDA; NEW GOLDEN AGE
REALTY INC/, D/B/A CENTURY 21 NEW
GOLDEN AGE REALTY, INC.; CHAN &
SZE REALTY INCORPORATED; PETER
CHRIS MESKOURIS; HELL'S
KITCHEN, INC.; MYEROWTZ/SATZ
REALTY CORP.; PD PROPERTIES LLC;
SMART MERCHANTS
INCORPORATED; COLUMBUS NY
REAL ESTATE INC; LIONS GATE NEW
YORK LLC; MATTHEW GROS
WERTER; 780 RIVERSIDE OWNER
LLC; ATIAS ENTERPRISES INC.; PARK
ROW (2ST AVE.) LTD.; VORO LLC; PSJ
HOLDING LLC; WINZONE REALTY INC.;
CAMBRIDGE 41-42 OWNERS
CORP.; RAY-HWA LIN; JANE H.
TSENG; ALEXANDER HIDALGO REAL
ESTATE, LLC; EAST 89TH ASSOCIATES,
LLC; PALEY MANAGEMENT CORP.;
MAYET REALTY CORP. NATURAL
HABITAT REALTY INC.; CHELSEA 251
LLC; HOME BY CHOICE LLC;
HAMILTON HEIGHTS ASSOCIATES,
LLC; JRL-NYC, LLC; EAST 34TH

Case No.: 21-cv-2221

ECF Case

STREET, LLC; BRITTBAN REALTY, LLC; MANHATTAN REALTY GROUP; WEGRO REALTY CO; JM PRESTON PROPERTIES, LLC; 1369 FIRST AVENUE, LLC; 931-955 CONEY ISLAND AVE. LLC; BEST MOVE REALTY; FORTUNE GARDENS, INC.; URBAN REAL ESTATE PROPERTY GROUP, INC.; 348 EAST 62ND LLC; JAN REYNOLDS REAL ESTATE; 83RD STREET ASSOCIATES LLC; FIRSTSERVICE REALTY NYC, INC.; TENTH MANHATTAN CORP.; 3LOCATION3.CO REALTY, LLC; 469 CLINTON AVE REALTY LLC; 718 REALTY INC.; DOUBLE A PROPERTY ASSOCIATES-CRESTION ARMS LLC; GUIDANCE REALTY CORP.; COL, LLC; BEST SERVICE REALTY CORP.; CHANDLER MANAGEMENT, LLC; MTY GROUP, INC.; 165TH ST. REALTY, LLC; CHARIE PROPERTIES LLC; ELEBEN YAU MEI WONG 532 LLC; JOHN O'KELLY REAL ESTATE INC.; LANDE REALTY 2010, LLC; FAMGROUP; 1515 LEXINGTON AVENUE ASSOCIATES, LLC; ALPINE REALTY; VERGA ASSOCIATES LLC; MAZ GROUP NY LLC; 449 WEST 56TH ASSOCIATES L.P.; R NEW YORK REAL ESTATE LLC; GIM REALTY LLC; ORTHARD PLAZA LLC; RENTIKO INC.; 3095 30 LLC; AVENUE REAL ESTATE LLC; 165 HESTER CORPORATION; SALDO PROPERTIES, LLC; 1380 FIRST OWNERS CO., L.P.;

Defendants.

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ANSWER

Defendant, **VORO LLC**, by and through their attorneys, **PENINO & MOYNIHAN, LLP**

as and for their Answer to the Complaint herein, sets forth the following:

JURISDICTION AND VENUE

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “1”, “2” and “3” of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

PARTIES

2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “4”, “5”, “6”, “7”, “8”, “9”, “10”, “11”, “12”, “13”, “14”, “15”, “16”, “17”, “18”, “19”, “20”, “21”, “22”, “23”, “24”, “25”, “26”, “27”, “28”, “29”, “30”, “31”, “32”, “33”, “35”, “36”, “37”, “38”, “39”, “40”, “41”, “42”, “43”, “44”, “45”, “46”, “47”, “48”, “49”, “50”, “51”, “52”, “53”, “54”, “55”, “56”, “57”, “58”, “59”, “60”, “61”, “62”, “63”, “64”, “65”, “66”, “67”, “68”, “69”, “70”, “71”, “72”, “73”, “74”, “75”, “76”, “77”, “78”, “79”, “80”, “81”, “82”, “83”, “84”, “85”, “86”, “87”, “88”, “89”, “90” and “91” of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

3. Admits the allegations contained in paragraph “34” of the complaint.

BACKGROUND

4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “92”, “93”, “94”, “95”, “96”, “97”, “98”, “99”, “100”, “101”, “102”, “103”, “104”, “105”, “106”, “107”, “108”, “109” and “110” of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

FACTUAL ALLEGATIONS

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “111”, “112”, “113”, “114”, “117”, “118”, “119”, “120”, “121”, “177”, “181”, “182”, “186”, “187” and “188” of the complaint.

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “115”, “122”, “123”, “124”, “125”, “126”, “127”, “128”, “129”, “130”, “131”, “132”, “133”, “134”, “135”, “136”, “138”, “139”, “140”, “141”, “142”, “143”, “144”, “145”, “146”, “147”, “148”, “149”, “150”, “151”, “152”, “153”, “154”, “155”, “156”, “157”, “158”, “159”, “160”, “161”, “162”, “163”, “164”, “165”, “166”, “167”, “ of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

7. Denies the allegations contained in paragraphs “116”, “137”, “168”, “169”, “170”, “171”, “172”, “173”, “174”, “175”, “176”, “178”, “179”, “180”, “183”, “184”, “185”, “189”, “190”, “191” and “192” of the complaint.

HARM TO HRI AND THE COMMUNITIES IT SERVES

8. Denies the allegations contained in paragraphs “193”, “196”, “197”, “198” and “199” of the complaint.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs 194” and “195” of the complaint.

**AS AND FOR AN ANSWER TO THE
FIRST CLAIM FOR RELIEF**

10. Repeats and reiterates the answers to each and every allegation contained in paragraphs “1” through “199” of the complaint as if more fully set forth at length herein.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “201”, “202” and “203” of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

12. Denies the allegations contained in paragraphs “204”, “205”, “206”, “207” and “208” of the complaint.

**AS AND FOR AN ANSWER TO THE
SECOND CLAIM FOR RELIEF**

13. Repeats and reiterates the answers to each and every allegation contained in paragraphs “1” through “208” of the complaint as if more fully set forth at length herein.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “210”, “211” and “212” of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

15. Denies the allegations contained in paragraphs “213”, “214”, “215”, “216” and “217” of the complaint.

**AS AND FOR AN ANSWER TO THE THIRD
CLAIM FOR RELIEF**

16. Repeats and reiterates the answers to each and every allegation contained in paragraphs “1” through “217” of the complaint as if more fully set forth at length herein.

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “219” of the complaint.

18. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “220”, “221 and “222” of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

19. Denies the allegations contained in paragraphs “223”, “224”, “225” and “226” of the complaint.

**AS AND FOR AN ANSWER TO THE FOURTH
CLAIM FOR RELIEF**

20. Repeats and reiterates the answers to each and every allegation contained in paragraphs “1” through “226” of the complaint as if more fully set forth at length herein.

21. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “228”, “229”, “230” and “231” of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

22. Denies the allegations contained in paragraphs “232”, “233” and “235” of the complaint.

23. Denies the allegations contained in paragraph “234” of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

**AS AND FOR AN ANSWER
TO THE PRAYER FOR RELIEF**

24. Denies the allegations contained in paragraphs “a”, “b”, “c”, “d”, “e”, “f”, “g” and “h” of the WHEREFORE clause of the complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

25. Upon information and belief, in the event that a judgement is rendered against the answering defendant, he shall not be responsible for more than his proportionate share of liability.

WHEREFORE, the defendant, **VORO LLC**, demands judgment dismissing the Complaint herein as to said defendant and further demands that the ultimate rights of the defendant be determined in this action and that the answering defendant has judgment over and against the co-defendants, for all, or alternatively that portion of any verdict or judgment which may be

obtained by plaintiff against said defendant, to the extent that the responsibility of the aforesaid co-defendants contributed hereto, together with the costs and disbursements of this action.

DATED: White Plains, New York
April 13, 2021

Respectfully submitted,

PENINO & MOYNIHAN, LLP

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TO: ALL PARTIES